

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Camelot Paper, Inc., an Illinois corporation,)	FILED: JULY 22, 2008
)	08CV4139
v.)	JUDGE HOLDERMAN
)	MAGISTRATE JUDGE COLE
Plaintiff.)	
)	PH
Frank Ambrose, Inc., a Michigan corporation,)	Case No. _____
d/b/a Ambrose International; Frank Ambrose, Inc.,)	
a Michigan corporation d/b/a Florida Paper, Inc.,)	
d/b/a Arthur's Paper; Florida Paper, Inc.,)	
a Florida corporation, d/b/a Arthurs Paper; and)	
Robert Ambrose, individually,)	
)	
Defendants.)	

TO: The United States District Court
For the Northern District of Illinois

COMPLAINT

NOW COMES, the Plaintiff, CAMELOT PAPERS, INC., an Illinois Corporation and complains against the Defendants, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Ambrose International (hereinafter "Ambrose International"), FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Florida Paper, Inc., d/b/a Arthurs Paper, FLORIDA PAPER INC., a Florida Corporation, d/b/a Arthurs Paper, (hereinafter "Arthurs") and ROBERT AMBROSE, individually, (Named Defendant corporate entities when referred to collectively, shall be identified to as "Ambrose Entities"), and complains as follows:

JURISDICTION AND VENUE

1. This is a civil action seeking compensatory damages for breach of contract, account stated and fraud against the Defendants, Ambrose Entities and Robert Ambrose in a series of transactions with Plaintiff, Camelot Paper, Inc., an Illinois corporation.

A. Diversity Of Citizenship Exists

2. This court has diversity jurisdiction over this action pursuant to 28 U.S.C. §1332(a)(1) because there is total diversity between the Plaintiff and the Defendants.

3. Plaintiff, Camelot Papers, Inc. is currently, and was at the time of the filing of the Complaint, an Illinois Corporation.

4. Defendants are not citizens of the State of Illinois. Frank Ambrose, Inc. and Frank Ambrose, Inc., d/b/a Ambrose International, is a Michigan corporation. Florida Paper Inc., d/b/a Arthurs Paper, is a Florida corporation. Robert Ambrose is a citizen and resident of Michigan.

B. The Amount-In-Controversy Requirement Is Satisfied

5. The jurisdictional amount under 28 U.S.C. §1332(a)(1) is satisfied because the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

FACTS COMMON TO ALL COUNTS

PARTIES

6. At all times relevant hereto, Plaintiff, Camelot Paper was an Illinois corporation with its principal place of business located in LaGrange, Illinois.

7. At all times relevant hereto, Defendant, Frank Ambrose, Inc. was a Michigan corporation with its principal place of business located at 2300 Meijer Drive in Troy, Michigan.

8. At all times relevant hereto, Defendant, Florida Paper, Inc. was a Florida corporation with its principal place of business located at 3200 N.W. 119th Street in Miami, Florida and/or 2300 Meijer Drive in Troy, Michigan.

9. At all times relevant hereto, and upon information and belief, Defendant, Frank Ambrose, Inc. was the parent company to various entities including, but not limited to Florida Paper, Inc., Arthurs Paper and Ambrose International.

10. At all times relevant hereto, Defendants, Florida Paper, Inc., d/b/a Arthur's Paper, Arthurs Paper and Ambrose International were all subsidiary and/or affiliated companies of Frank Ambrose, Inc., a Michigan corporation.

11. At all times relevant hereto, Defendant, Florida Paper, Inc. was the parent company of Arthur's Paper.

12. At all times relevant hereto, Defendant, Robert Ambrose was the sole director, officer and shareholder of Frank Ambrose, Inc. and Florida Paper, Inc.

13. At all times relevant hereto, Defendants, Frank Ambrose, Inc., Florida Paper, Inc., Arthurs Paper and Ambrose International had and currently have the same mailing address, located at 2300 Meijer Drive in Troy, Michigan.

14. At all times relevant hereto, the accounts payable departments for the Defendants, the Ambrose Entities are located at the Ambrose International, located at 2300 Meijer Drive in Troy, Michigan.

15. The Ambrose Entities, including but not limited to, Arthurs Paper and Ambrose International have the same accounts payable representatives and operate out of the Ambrose International office, located at 2300 Meijer Drive in Troy, Michigan.

16. At all times relevant hereto, payment to Camelot Paper on paper orders submitted by either Arthurs Paper and Ambrose International are paid for and processed from the Ambrose International, located at 2300 Meijer Drive in Troy, Michigan and are from the same bank account.

17. From January 1998 to the present, Ambrose International has been transacting business and placing orders for paper with Plaintiff, Camelot Paper.

18. On or about October 14, 2003, Ambrose International purchased Arthurs Paper.

19. From the period of December 2003 to the present, Arthurs Paper has been transacting business and placing orders for paper with the Plaintiff, Camelot Paper.

COUNT I – BREACH OF CONTRACT

20. Plaintiff, Camelot Paper restates the allegations contained in Paragraphs 1 through 19 and incorporates the same as and for Paragraphs 1-19 of Count I.

21. On or about March 31, 2008 and continuing through May 2008, Defendant, Arthurs Paper, placed various orders for paper with the Plaintiff, Camelot Paper totaling \$255,019.43. Pursuant to the orders, the Plaintiff, Camelot Paper was to ship the paper to customers of Defendant, Arthurs Paper at various locations. Copies of invoices are attached as *Group Exhibit A*.

22. At all times material hereto, it was the obligation of Defendants to pay for the materials which were ordered in accordance with the Camelot Paper term sheet; net 30 days of receipt of the invoice. A copy of the term sheet is attached as *Exhibit B*.

23. Pursuant to the orders and in performance of its obligations in accordance with the orders, Plaintiff, Camelot Paper shipped the paper ordered by Defendant, Arthurs Paper to its customer locations.

24. Plaintiff, Camelot Paper has made repeated requests to Defendants' representatives, including but not limited to individuals at Ambrose International, Arthurs Paper and Frank Ambrose, Inc.

25. Defendants, Ambrose Entities' agents and representatives have made numerous promises and representations acknowledging the outstanding obligation and promising to pay.

26. Despite the repeated demands for payment made to Defendants and their promises to pay, Defendants, Ambrose Entities have breached the terms of the term sheet and have, to date, refused to pay.

27. Defendants, Ambrose Entities have breached Plaintiff, Camelot Paper's terms of the Agreement by failing to pay for the paper it ordered, as reflected in the outstanding invoices.

28. As a result of the failure to pay, Plaintiff, Camelot Paper has been damaged in the amount of the outstanding invoices totaling \$255,019.43.

WHEREFORE, Plaintiff, CAMELOT PAPERS, INC., an Illinois Corporation and prays this Honorable Court enter judgment in its favor and against Defendants, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Ambrose International, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Florida Paper, Inc., d/b/a Arthurs Paper, FLORIDA PAPER INC., a Florida Corporation, d/b/a Arthurs Paper and ROBERT AMBROSE, individually in the amount of \$255,019.43, plus costs, and any other relief the court deems appropriate.

COUNT II – ACCOUNT STATED

29. Plaintiff, Camelot Paper restates the allegations contained in Paragraphs 1 through 28 and incorporates the same as and for Paragraphs 1-28 of Count II.

30. Defendant, Arthurs Paper has been a customer of the Plaintiff, Camelot Paper since 2003.

31. From 2003 up to the date of the unpaid invoices, Defendant, Arthurs Paper has consistently and regularly paid on its invoices within 30 days.

32. On the basis of the existing account history between Defendants, Ambrose Entities and Plaintiff, Camelot Paper, Camelot Paper continued to provide paper as ordered by the Defendants, Ambrose Entities.

33. Given the prior payment history of Defendants, Ambrose Entities, the Plaintiff, Camelot Paper had no reason to question whether or not Defendants, Ambrose Entities, would be able to fulfill their obligations and pay for the paper which they ordered.

34. Defendant, Arthurs Paper's account with Plaintiff, Camelot Paper, representing the transactions between the parties are true and accurate and the balance stated therein are correct. See *Exhibit A*.

35. Defendants, Arthurs Paper and Ambrose International each have accounts on file with Plaintiff, Camelot Paper.

36. When contacted by representatives of Plaintiff, Camelot Paper regarding the outstanding invoices, Defendants, Ambrose Entities agents and representatives acknowledged the existence of the amounts owed and gave Plaintiff, Camelot Paper assurances that the outstanding invoices would be paid on numerous occasions.

37. There was an express and implied promise to pay made by the agents and representatives of Defendants, Ambrose Entities.

38. Plaintiff, Camelot Paper has provided a statement of Defendant, Arthurs Paper's current accounts to representatives of Defendants, Ambrose Entities.

39. To date, the amounts reflected in the outstanding invoices and owed have never been disputed by Defendants, Ambrose Entities, in any way.

40. To the contrary, on numerous occasions, Defendants, Ambrose Entities agents and representatives have acknowledged the outstanding balance and their supposed intention to pay Plaintiff, Camelot Paper.

41. Given the fact that Defendants, Ambrose Entities have been provided with the outstanding invoices, they have acknowledged the account stated in the invoices. By virtue of

the Defendants failure to pay, Camelot is entitled to judgment in the amount of the outstanding invoices totaling \$255,019.43.

WHEREFORE, Plaintiff, CAMELOT PAPERS, INC., an Illinois Corporation and prays this Honorable Court enter judgment in its favor and against Defendants, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Ambrose International, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Florida Paper, Inc., d/b/a Arthurs Paper, FLORIDA PAPER INC., a Florida Corporation, d/b/a Arthurs Paper and ROBERT AMBROSE, individually in the amount of \$255,019.43, plus costs, and any other relief the court deems appropriate.

COUNT III – FRAUD

42. Plaintiff, Camelot Paper restates the allegations contained in Paragraph 1 through 41 and incorporates the same as and for Paragraphs 1-41 of Count III.

43. As a result of the previous business dealings and relationships which had been established between Plaintiff, Camelot Paper and Defendants, Camelot Paper had no reason to question the paper orders which are the subject of this Complaint.

44. Defendants, Ambrose Entities agents and representatives, in order to induce the Plaintiff, Camelot Paper to provide the paper fulfilling its customer orders, made certain material misrepresentations, including by not limited to the following:

- a. Defendants made orders for paper knowing that they had no intention of paying for them;
- b. Made false statements and representations to representatives of Camelot Paper regarding the subject paper orders so that Camelot Paper would fill Defendants orders;
- c. Made false statements to Camelot Paper to fill paper orders so they could get the money from their customers and not pay Camelot;
- d. Made false statements re the payment for outstanding invoices to Camelot in order to induce them to continue to fill Defendants' order for paper.

45. The Defendants, Ambrose Entities agents and representatives knew that the statements were false at the time they made them and the sole purpose of the false statements was to induce Plaintiff, Camelot Paper to continue to fill the paper orders placed by Defendant, Arthurs Paper knowing that payments for the paper would not be made.

46. At all times material hereto, it was the intent of the representatives to induce Plaintiff, Camelot Paper to continue to make the paper shipments.

47. In reliance on the representations and promises of the representatives of Defendants, Ambrose Entities, including but not limited to, Arthurs Paper and Ambrose International, the Plaintiff, Camelot Paper relied upon the truth of the representations and continued to fill subsequent paper orders to its detriment.

48. As a result of Plaintiff, Camelot Paper's detrimental reliance on the false statements and misrepresentations of the Defendants, Ambrose Entities agents and representatives, the Plaintiff, Camelot Paper has been damaged in the amount of \$255,019.43.

WHEREFORE, Plaintiff, CAMELOT PAPERS, INC., an Illinois Corporation and prays this Honorable Court enter judgment in its favor and against Defendants, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Ambrose International, FRANK AMBROSE, INC., a Michigan Corporation, d/b/a Florida Paper, Inc., d/b/a Arthurs Paper, FLORIDA PAPER INC., a Florida Corporation, d/b/a Arthurs Paper and ROBERT AMBROSE, individually in the amount of \$255,019.43, plus costs, punitive damages in an amount to be determined by the Court and attorneys fees.

COUNT IV – ROBERT AMBROSE, INDIVIDUALLY

49. Plaintiff, Camelot Paper restates the allegations contained in Paragraphs 1 through 48 and incorporates the same as and for Paragraphs 1-48 of Count IV.

50. At all times material hereto, Defendant, Robert Ambrose was the sole officer and director and shareholder of Defendants, Ambrose entities.

51. At all times material hereto, Defendant, Robert Ambrose engaged in a pattern of conduct whereby he used Defendants, Ambrose Entities, including but not limited to Ambrose International, Arthurs Paper and Florida Paper interchangeable in its dealings with Plaintiff, Camelot Paper.

52. In doing so, at all times relevant hereto, it was the intention of Defendant, Robert Ambrose to place orders for paper through Defendant, Arthurs Paper but having no intention of paying that paper.

53. At all times relevant hereto, it was the intention of Defendant, Robert Ambrose to obtain the funds received from the customers of the Defendants, Ambrose Entities and in turn not pay the Plaintiff, Camelot Paper.

54. Upon making demands for payment to the agents and representatives of Defendants, Ambrose Entities, the Plaintiff, Camelot Paper was advised by Defendants' representatives that Plaintiff, Camelot Paper would be paid all amounts owed.

55. Upon information and belief, the Defendants' inability to pay was due to the undercapitalization of Defendant, Arthurs Paper and/or its parent company, Defendant, Florida Paper, Inc.

56. At all time material hereto, Defendant, Robert Ambrose as a sole director, officer and shareholder of the Defendants, Ambrose Entities, knew that by making the orders to Plaintiff, Camelot Paper, that the Defendants, Arthurs Paper did not have enough funds to pay.

57. Despite the undercapitalization of Arthurs Paper, the agents and representatives of Defendants, Ambrose Entities continued to order paper.

58. Upon information and belief, Defendant, Robert Ambrose undertook a pattern of conduct whereby larger suppliers of paper were paid and smaller suppliers, like the Plaintiff, Camelot Paper were not paid.

59. As a result of the undercapitalization of Defendant, Arthurs Paper, Defendant, Robert Ambrose as a sole shareholder, officer and director is liable for the debts of Defendants, Ambrose Entities.

60. Therefore, the Plaintiff, Camelot Paper is entitled to seek payment of the obligations incurred by Defendants, Ambrose Entities, including but not limited to Defendant, Arthurs Paper as a result of being undercapitalized from the Defendant, Robert Ambrose.

WHEREFORE, Plaintiff, CAMELOT PAPERS, INC., an Illinois Corporation and prays this Honorable Court enter judgment in its favor and against Defendant, ROBERT AMBROSE, individually in the amount of \$255,019.43, plus costs, punitive damages an amount to be determined by the Court and attorneys fees.

Date: July 21, 2008

Respectfully submitted,

COZEN O'CONNOR

By: s/Edward M. Ordonez
One of the Attorneys for Plaintiff,
Camelot Paper, Inc.

Edward M. Ordonez (ARDC No. 6199128)
Kristin S. Yoo, (ARDC No. 6279521) – With Consent
COZEN O'CONNOR
222 S. Riverside Plaza, Suite 1500
Chicago, Illinois 60606
(312) 382-3100
CHICAGO\640477\1 225018.000

08CV4139

JUDGE HOLDERMAN

MAGISTRATE JUDGE COLE

Page: 1

Date: 06/24/08 at 10:08 AM

Camelot Paper, Inc.
Open Receivables Aging Detail by Customer
Aged from Invoice Date, for Customer 030437 PH

Date	Invoice #	Amount	0-30	31-60	61-90	91-120	Over 120	Open Last Balance Payment
Customer:	030437 Arthur's Paper			Contact: Enka Ambrose email		Salesperson: 29		
Terms:	DO NOT SELL			Phone: 248/655-2300		Average Days Paid: 36		
02/06/08	C210204	-3163.02					-3163.02	-3163.02
03/31/08	75024	19627.28		19627.28				19627.28
03/31/08	75025	19901.44		19901.44				19901.44
04/01/08	75040	16594.50		16594.50				16594.50
04/02/08	75062	16564.14		16564.14				16564.14
04/04/08	75070	19917.08		19917.08				19917.08
04/04/08	75091	19877.06		19877.06				19877.06
04/07/08	75109	19771.26		19771.26				19771.26
04/09/08	75138	20261.13		20261.13				20261.13
04/10/08	75164	3305.56		3305.56				3305.56
04/10/08	75165	23563.01		23563.01				23563.01
04/21/08	76322	19257.00		19257.00				19257.00
05/12/08	76615	20002.44	20002.44					20002.44
05/12/08	76616	20323.35	20323.35					20323.35
05/12/08	76617	19217.20	19217.20					19217.20
Totals:			58542.98	198639.46			-3163.02	255019.43

EXHIBIT

A

**Camelot Paper Inc.**

18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
3/31/2008	75024

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FORT WORTH, TX 76106

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOB	CAM ORDER
7882	Net 30 Days	29	3/31/2008	midwest	MILL	64611 - 4
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT
12 Rolls	51.50" 45#, MOTIVATING MATTE W			42.668	46.00/Cwt	\$19,627.28
Please remit to - Camelot Paper, Inc.					Total	\$19,627.28

**Camelot Paper Inc.**

18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
3/31/2008	75025

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FT. WORTH, TX 76106

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOB	CAM ORDER
7882	Ncl 30 Days	29	3/31/2008	roadready	DESTINATION	64612 - 1
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT
12 Rolls	\$1.50" 45#, MOTIVATING MATTE W			43,264	46.00/Cwt	\$19,901.44
Please remit to - Camelot Paper, Inc. Dept CHI 7488, Palatine, IL 60055-7488			Total	\$19,901.44		



Camelot Paper Inc.

18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354 3555

Invoice

DATE	INVOICE NO.
4/1/2008	75040

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FORT WORTH, TX 76106

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOB	CAN ORDER
7582	Ncl 30 Days	29	4/1/2008		MIAMI	64611 - S
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT
10 Rolls	51.50" 45#, MOTIVATING MATTIE W			36.075	.46.00/Cwt	\$16,594.50
Please remit to - Camelot Paper, Inc. Dept CII17488, Palatine, IL 60055-7488					Total	\$16,594.50

**Camelot Paper Inc.**

18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/2/2008	73062

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FORT WORTH, TX 76106

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	POB	CAM ORDER
7882	Net 30 Days	39	4/2/2008		MILL.	64611 6
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT
10 Rolls	51.50" 45# MOTIVATING MATT W			36,009	46.00/Cwt	\$16,564.14
					0.00%	
Please remit to - Camelot Paper, Inc. Dept CH17488, Palatine, IL 60055-7488					Total	\$16,564.14



Camelot Paper Inc.
18 W. Burlington Avenue
2nd floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/4/2008	75075

BILL TO

Arthur's Paper
3200 N. W. 119 St.
Miami, FL 33167

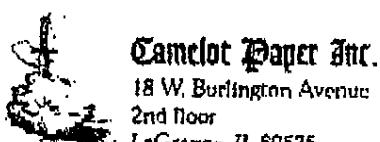
30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FT. WORTH, TX 76106

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOR	CAM ORDER
7882	Net 30 Days	29	4/4/2008	truck/truck	DESTINATION	64612 - 2
NO. OF ITEMS	DESCRIPTION		WEIGHT	RATE	AMOUNT	
12 Rolls	51.50" x 45#, MOTIVATING MATTE W		43,298	46.00/Cwt	\$19,917.08	

Please remit to - Camelot Paper, Inc. Dept CH17488, Palatine, IL 60055-7488	Total \$19,917.08
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Invoice

DATE	INVOICE NO.
4/4/2008	75091

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FT. WORTH, TX 76106

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	FOB	CAM ORDER
7882	Net 30 Days	39	4/4/2008	Loadmaster	DESTINATION	64612 - 3
NO. OF ITEMS	DESCRIPTION		WEIGHT	RATE	AMOUNT	
12 Rolls	51.50" 45# MOTIVATING MATTE W		43.211	46.00/Cwt	\$19,877.06	
Please remit to -		Camelot Paper, Inc. Dept CH 7488, Palatine, IL 60055-7488		Total	\$19,877.06	



Camelot Paper Inc.
18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/7/2008	75109

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FT. WORTH, TX 76106

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	FOR	CAM ORDER			
7882	Net 30 Days	29	4/7/2008	fordready	DESTINATION	64613 - 4			
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT			
12 Rolls	51.50" x 45#, MOTIVATING MATTE W			42.981	46.00/Cwt	\$19,771.26			
Please remit to - Camelot Paper, Inc. Dept CH17488, Palatine, IL 60055-7488									
					Total	\$19,771.26			

**Camelot Paper Inc.**

18 W. Burlington Avenue
2nd floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/9/2008	75138

BILL TO

Arthur's Paper
1200 N.W. 119 St.
Miami , FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
3100 EAGLE PARKWAY
817-491-1788
FORT WORTH, TX 76177

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	POB	CAM ORDER
7882	Net 30 Days	29	4/9/2008	roadready	MILL.	64427 - 1
NO. OF ITEMS	DESCRIPTION	WEIGHT	RATE	AMOUNT		
11 Rolls	51.50" 45# MOTIVATING MATTIE	42,655	47.50/Cwt	\$20,261.15		

Please remit to -

Camelot Paper, Inc.

Dept CH17488, Palatine, IL 60055-7488

Total \$20,261.15



Camelot Paper Inc.
18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/10/2008	75164

BILL TO	
Arthur's Paper 3280 N.W. 119 St. Miami, FL 33167	30437

SHIP TO	
MOTIVATING GRAPHICS 5012 RONDO DRIVE FT. WORTH, TX 76106	

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOB	CAM ORDER
7882	Net 30 Days	29	4/10/2008	wpg	DESTINATION	64612 - 5
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT
2 Rolls	51.50" x 45#, MOTIVATING MATTE W			7,186	46.00/Cwt	\$3,305.56
Please remit to - Camelot Paper, Inc. Dept CH117488, Palatine, IL 60055-7488			Total	\$3,305.56		



Camelot Paper Inc.
18 W. Burlington Avenue
2nd floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/10/2008	75165

BILL TO	
Arthur's Paper 3200 N.W. 119 St. Miami, FL 33167	
30437	

SHIP TO	
MOTIVATING GRAPHICS 5012 RONDO DRIVE FORT WORTH, TX 76106	

PO. NO.	TERMS	REP	SHIP DATE	SHIP VIA	POW	CAM ORDER
7899	Net 30 Days	39	4/10/2008	roadready	MILL.	64891 - 1
NO. OF ITEMS		DESCRIPTION		WEIGHT	RATE	AMOUNT
15 Rolls		37.50" 60# #3 MATTE WEB		44.043	53.50/Cwt	\$23,563.01

Please remit to -	Camelot Paper, Inc. Dept CH17488, Palatine, IL 60055-7488	Total	\$23,563.01
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Camelot Paper Inc.
18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
4/21/2008	75322

BILL TO	
Arthur's Paper 3200 N.W. 119 St. Miami, FL 33167	
30437	

SHIP TO	
ALLIANCE CONVERTING 9020 NW 105 WAY (305-216-0529 JQINN) MEDLEY, FL 33178	

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOR	CAM ORDER
7911	Net 30 Days	29	4/21/2008	ch rob	MILL	65045 + 1
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT
34 Rolls	20.00" 170#, 12P1. C2S COVER			44.016	43.75/Cwt	\$19,257.00
Please remit to - Camelot Paper, Inc. Dept CH17488, Palatine, IL 60055-7488			Total	\$19,257.00		



Camelot Paper Inc.

18 W. Burlington Avenue
2nd floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
5/12/2008	75615

BILL TO

Arthur's Paper
3200 N.W. 119 St.
Miami, FL 33167

30437

SHIP TO

MOTIVATING GRAPHICS
5012 RONDO DRIVE
FT. WORTH, TX 76106

P.O. NO.	TERMS	REF	SHIP DATE	SHIP VIA	FOB	CAM ORDER
7919	Net 30 Days	29	5/12/2008	roadready	MIL	65081 - 1

NO. OF ITEMS	DESCRIPTION	WEIGHT	RATE	AMOUNT
11 Rolls	51.50" 40#, MOTIVATING MATTE	43.016	46.50/Cwt	\$20,002.44

Please remit to - Camelot Paper, Inc. Dept CII17488, Palatine, IL 60055-7488	Total \$20,002.44
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Camelot Paper Inc.
18 W. Burlington Avenue
2nd floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
5/12/2008	75616

BILL TO	
Arthur's Paper 3200 N.W. 119 St. Miami, FL 33167	30437

SHIP TO	
MOTIVATING GRAPHICS 5012 RONDO DRIVE FT. WORTH, TX 76106	

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	POB	CAM ORDER
7919	Net 30 Days	29	5/12/2008	roadready	MILL	65081 - 2
NO. OF ITEMS	DESCRIPTION		WEIGHT	RATE	AMOUNT	
10 Rolls	51.50" 45#, #3 MATTE WEB		42.786	47.50/Cwt	\$20,325.35	

Please remit to - Camelot Paper, Inc.
Dept CH17488, Palatine, IL 60055-7488

Total \$20,325.35



Camelot Paper Inc.
18 W. Burlington Avenue
2nd Floor
LaGrange, IL 60525
(708) 354-3555

Invoice

DATE	INVOICE NO.
5/12/2008	75617

BILL TO
Arthur's Paper 3200 N.W. 119 St. Miami, FL 33167
30437

SHIP TO
MOTIVATING GRAPHICS 5012 RONDO DRIVE FT. WORTH, TX 76106

P.O. NO.	TERMS	REP	SHIP-DATE	SHIP-VIA	FOR	CAM ORDER#			
7919	Net 30 Days	29	5/12/2008	road/ready	MILL	65081 - 3			
NO. OF ITEMS	DESCRIPTION			WEIGHT	RATE	AMOUNT			
1 Rolls	51.50" 40#, MOTIVATING MATTE			3,550	46.50/Cwt	\$1,650.75			
10 Rolls	51.50" 45#, #3 MATTIE WEB			36,982	47.50/Cwt	\$17,564.45			
Please remit to - Camelot Paper, Inc. Dept CH17488, Palatine, IL 60055-7488									
					Total	\$19,217.20			

Dec 11 03 01:46p Arthur's Paper (305)681-4003 p.2
Dec 10 03 05:08p Camelot Papers 7083547692 p.8

RETURN

Camelot Paper, Inc.
16 W. Burlington Ave.
Elkhorn, WI 60525

Page 3 of 3

Terms and Conditions

Payment Terms

Our terms are Net 30 days from date of invoice.

Short Payments

Short payments are not to be made without approval from Camelot's management staff.
An explanation of all short payments must be attached to your check.

N.S.F. Checks

A fee of \$40.00 will be charged for any and all N.S.F. checks or other "returned" checks.
We do not redeposit checks that are returned to us unless authorized by you, the client. If
a check is returned a second time, you will be charged a fee of \$90.00 and will be
required to pay by money order or cashier's check for any purchases thereafter.

Applicant's signature attests financial responsibility and agreement of the terms listed
above.

BY John Title Open Roads Rep

BY _____ Title _____

Arthur's Paper

EXHIBIT

B